

EXECUTION ORIGINAL

**INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE
TELECOMMUNICATIONS ACT OF 1996**

Dated as of March 8, 2000

by and between

AMERITECH ILLINOIS,

and

2ND CENTURY COMMUNICATIONS, INC.

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PRICING SCHEDULE — ILLINOIS

**INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252
OF THE TELECOMMUNICATIONS ACT OF 1996**

This Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (**Agreement**) is dated March 8, 2000 (the **Effective Date**), by and between Ameritech Illinois, a Delaware corporation with offices at 225 W. Randolph, Chicago, Illinois 60606 (**Ameritech**), and 2nd Century Communications, Inc., a Delaware corporation, with offices at 7702 Woodland Center Boulevard, Suite 50, Tampa, Florida 33614 (**Requesting Carrier**).

RECITALS

A. Ameritech is an Incumbent Local Exchange Carrier as defined by the Act, authorized to provide certain Telecommunications Services within Illinois.

B. Ameritech is engaged in the business of providing, among other things, local Telephone Exchange Service within Illinois.

C. Requesting Carrier has been granted or, prior to the provisioning to its Customers of any Interconnection, access to unbundled Network Elements, Telecommunications Service or any other services hereunder, will have been granted authority to provide certain local Telephone Exchange Services within Illinois and is a Local Exchange Carrier as defined by the Act.

D. The Parties desire to Interconnect their telecommunications networks and facilities to comply with the Act, and exchange traffic so that their respective business and residential Customers may communicate with each other over, between and through such networks and facilities, no later than the dates provided for herein.

E. The Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will Interconnect their networks and facilities and under which Ameritech will provide access to Requesting Carrier to the Network Elements, facilities and services specified in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Requesting Carrier and Ameritech hereby agree as follows:

**ARTICLE I
DEFINITIONS AND CONSTRUCTION**

I.1 Structure. This Agreement includes certain Exhibits and Schedules which immediately follow this Agreement, all of which are hereby incorporated in this Agreement by this reference and constitute a part of this Agreement.

I.2 Defined Terms. Capitalized terms used in this Agreement shall have the respective meanings specified in Schedule 1.2 or as defined elsewhere in this Agreement.

I.3 Interpretation.

- (a) The definitions in Schedule 1.2 shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “**include**”, “**includes**” and “**including**” shall be deemed to be followed by the phrase “**without limitation**”. The words “**shall**” and “**will**” are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other shall not mean a different degree or right or obligation for either Party.
- (b) References herein to Articles, Sections, Exhibits and Schedules shall be deemed to be references to Articles and Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require.
- (c) The headings of the Articles, Sections, Exhibits and Schedules are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.
- (d) Unless the context shall otherwise require, any reference to any agreement, other instrument (including Ameritech, Requesting Carrier or other third party offerings, guides or practices), statute, regulation, rule or tariff is to such agreement, instrument, statute, regulation, rule or tariff as amended and supplemented from time to time (and, in the case of a statute, regulation, rule or tariff, to any successor provision). Nothing in this Section 1.3(a) shall expand or limit a Party’s rights or obligations set forth in Section 29.3.
- (e) In the event of a conflict between the provisions of this Agreement and the Act, the provisions of the Act shall govern. In the event of any conflict between the terms and conditions of any Section of, or Schedules to this Agreement, and any term or condition set forth in the Implementation Plan, the terms and conditions of the Sections and Schedules shall control.

ARTICLE II GENERAL SERVICE RELATED PROVISIONS

II.1 Interconnection Activation Date. Subject to the terms and conditions of this Agreement, (i) Interconnection of the Parties' facilities and equipment pursuant to Articles III and IV for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic to and from their respective business and residential customers, and (ii) Interconnection of the Parties' facilities and equipment to provide Requesting Carrier access to Ameritech's unbundled Network Elements pursuant to Article IX, shall be established on or before the respective "**Interconnection Activation Date**" shown for each corresponding LATA and Central Office set forth on Schedule 2.1. The Parties shall refine estimated Interconnection Activation Dates and identify additional Interconnection Activation Dates using the principles set forth in Section 3.4.4. Schedule 2.1 may be revised and supplemented from time to time upon the mutual agreement of the Parties to reflect the Interconnection of additional Central Offices by attaching one or more supplementary schedules to such Schedule.

II.2 Bona Fide Request. Any request by Requesting Carrier for certain services, including features, capabilities, functionalities, or access to an unbundled Network Element that is not otherwise provided by the terms of this Agreement at the time of such request, shall be made pursuant to the Bona Fide Request process set forth on Schedule 2.2; provided, that either Party may request that the other Party consider an amendment to this Agreement by delivering notice to such other Party pursuant to Section 30.10.

II.3 Technical References. Technical References that describe the practices, procedures and specifications for certain services (and the applicable interfaces relating thereto) are listed on Schedule 2.3 (the "**Technical Reference Schedule**") to assist the Parties in meeting their respective responsibilities hereunder.

ARTICLE III INTERCONNECTION PURSUANT TO SECTION 251(c)(2)

III.1 Scope. Article III describes the physical architecture for Interconnection of the Parties' facilities and equipment for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic between the respective Customers of the Parties pursuant to Section 251(c)(2) of the Act. Interconnection may not be used solely for the purpose of originating a Party's own interexchange traffic. Articles IV and V prescribe the specific physical facilities and Logical Trunk Groups (and traffic routing parameters) which will be configured over the physical Interconnections described in this Article III related to the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic, respectively. Other trunk groups, as described in this Agreement, may be configured using this architecture.

III.2 Interconnection Points and Methods.

III.2.1 In each LATA identified on **Schedule 2.1**, Requesting Carrier and Ameritech shall Interconnect their networks at the correspondingly identified Ameritech and Requesting Carrier Central Office(s) on **Schedule 2.1** for the transmission and routing within that LATA of Telephone Exchange Service traffic and Exchange Access traffic pursuant to Section 251(c)(2) of the Act.

III.2.2 Interconnection in each LATA shall be accomplished at any technically feasible point within the Parties' networks through either (i) Collocation in Ameritech's Central Offices pursuant to the rates, terms and conditions in **Article XII** (including **Section 12.6**) or (ii) any other Interconnection method to which the Parties may agree in advance of the applicable Interconnection Activation Date for a given LATA and which is consistent with the Act, including a Fiber-Meet as provided in **Section 3.3**.

III.2.3 (a) If Requesting Carrier elects Collocation as an Interconnection method or elects a network architecture that requires Ameritech to Interconnect with Requesting Carrier's facilities via Collocation, then (i) Requesting Carrier shall provide the transport (whether through leased or owned facilities) of Ameritech's traffic from the point of Interconnection to Requesting Carrier's Central Office, (ii) Requesting Carrier shall not charge Ameritech for such transport and (iii) Requesting Carrier shall provide Ameritech with capacity to meet Ameritech's forecasted needs.

(b) If Requesting Carrier does not elect to provide Ameritech transport as provided in **subsection (a)** above, then Requesting Carrier shall provide to Ameritech Collocation in Requesting Carrier's Central Office(s) for purposes of that Interconnection on a nondiscriminatory basis and on rates, terms and conditions that are no less favorable than (i) Ameritech provides to Requesting Carrier pursuant to the terms and conditions of this Agreement and, (ii) Requesting Carrier provides to other similarly situated Telecommunications Carriers. Further, if Requesting Carrier does provide Ameritech transport as provided in **subsection (a)** above but then Requesting Carrier either requests Ameritech to utilize its own facilities or does not provide Ameritech capacity to meet Ameritech's forecasted needs, then Requesting Carrier shall, prior to providing Ameritech Collocation as described in the preceding sentence, (x) provide Ameritech not less than one hundred fifty (150) days notice prior to the date Ameritech must provide its own facilities and (y) compensate Ameritech for the costs incurred by Ameritech to rearrange its network.

III.3 Fiber-Meet.

III.3.1 If the Parties Interconnect their networks pursuant to a Fiber-Meet, the Parties shall jointly engineer and operate a single Synchronous Optical Network ("SONET") transmission system. Unless otherwise mutually agreed, this SONET transmission system shall be configured as illustrated in Exhibit A, and engineered, installed, and maintained as described in this Article III and in the Plan (as defined in Section 18.2). Each Party agrees to disable the Digital Control Channel ("DCC") in its equipment that is part of the SONET system and each Party shall be responsible for the monitoring of its own node(s).

III.3.2 Ameritech shall, wholly at its own expense, procure, install and maintain Optical Line Terminating Multiplexor (OLTM) equipment in the Ameritech Interconnection Central Office (AICO) identified for each LATA set forth on Schedule 2.1 in capacity sufficient to provision and maintain all Logical Trunk Groups prescribed by Articles IV and V.

III.3.3 Requesting Carrier shall, wholly at its own expense, procure, install and maintain the OLTM equipment in the Requesting Carrier Interconnection Central Office ("RICO") identified for that LATA in Schedule 2.1, in capacity sufficient to provision and maintain all Logical Trunk Groups prescribed by Articles IV and V.

III.3.4 Ameritech shall designate a manhole or other suitable entry-way immediately outside the AICO as a Fiber-Meet entry point, and shall make all necessary preparations to receive, and to allow and enable Requesting Carrier to deliver, fiber optic facilities into that manhole with sufficient spare length to reach the OLTM equipment in the AICO. Requesting Carrier shall deliver and maintain such strands wholly at its own expense. Upon verbal request by Requesting Carrier to Ameritech, Ameritech will allow Requesting Carrier access to the Fiber-Meet entry point for maintenance purposes as promptly as possible after Ameritech's receipt of such request.

III.3.5 Requesting Carrier shall designate a manhole or other suitable entry-way immediately outside the RICO as a Fiber-Meet entry point, and shall make all necessary preparations to receive, and to allow and enable Ameritech to deliver, fiber optic facilities into that manhole with sufficient spare length to reach the OLTM equipment in the RICO. Ameritech shall deliver and maintain such strands wholly at its own expense. Upon verbal request by Ameritech to Requesting Carrier, Requesting Carrier will allow Ameritech access to the Fiber-Meet entry point for maintenance purposes as promptly as possible after Requesting Carrier's receipt of such request.

III.3.6 Requesting Carrier shall pull the fiber optic strands from the Requesting Carrier-designated manhole/entry-way into the RICO and through appropriate internal conduits Requesting Carrier utilizes for fiber optic facilities, and shall connect the Ameritech strands to the OLTM equipment Requesting Carrier has installed in the RICO.

III.3.7 Ameritech shall pull the fiber optic strands from the Ameritech-designated manhole/entry-way into the AICO and through appropriate internal conduits Ameritech utilizes for

fiber optic facilities and shall connect the Requesting Carrier strands to the OLT equipment Ameritech has installed in the AICO.

III.3.8 Each Party shall use its best efforts to ensure that fiber received from the other Party will enter that Party's Central Office through a point separate from that through which such Party's own fiber exited.

III.3.9 For Fiber-Meet arrangements, each Party will be responsible for (i) providing its own transport facilities to the Fiber-Meet in accordance with the Plan and (ii) the cost to build-out its facilities to such Fiber-Meet.

III.4 Interconnection in Additional LATAs.

III.4.1 If Requesting Carrier determines to offer Telephone Exchange Service within Ameritech's service areas in any additional LATA, Requesting Carrier shall provide written notice to Ameritech of its need to establish Interconnection in such LATA pursuant to this Agreement.

III.4.2 The notice provided in Section 3.4.1 shall include (i) the initial Central Offices Requesting Carrier has designated in the new LATA; (ii) Requesting Carrier's requested Interconnection Activation Date; and (iii) a non-binding forecast of Requesting Carrier's trunking and facilities requirements.

III.4.3 Unless otherwise agreed by the Parties, the Parties shall designate the Central Office Requesting Carrier has identified as its initial Routing Point in the LATA as the RICO in that LATA and shall designate the Ameritech Tandem Office Central Office within the LATA nearest to the RICO (as measured in airline miles utilizing the V&H coordinates method) as the AICO in that LATA.

III.4.4 Unless otherwise agreed by the Parties, the Interconnection Activation Date in each new LATA shall be the earlier of (i) the date mutually agreed by the Parties and (ii) the date that is no more than one hundred fifty (150) days after the date on which Requesting Carrier delivered notice to Ameritech pursuant to Section 3.4.1. Within ten (10) Business Days of Ameritech's receipt of Requesting Carrier's notice specified in Section 3.4.1, Ameritech and Requesting Carrier shall confirm the AICOs, the RICOs and the Interconnection Activation Date for the new LATA by attaching a supplementary schedule to Schedule 2.1.

III.5 Additional Interconnection in Existing LATAs. If Requesting Carrier deploys additional switches in a LATA after the Effective Date or otherwise wishes to establish Interconnection with additional Ameritech Central Offices in such LATA, Requesting Carrier shall provide written notice thereof to Ameritech, consistent with the notice provisions of Sections 3.4.1 and 3.4.2, to establish such Interconnection. The terms and conditions of this Agreement shall apply to such Interconnection, including the provisions set forth in Section 3.4.4. If Ameritech deploys additional switches in a LATA after the Effective Date or otherwise wishes to establish

Interconnection with additional Requesting Carrier Central Offices in such LATA, Ameritech shall be entitled, upon written notice thereof to Requesting Carrier, to establish such Interconnection and the terms and conditions of this Agreement shall apply to such Interconnection. If either Party establishes an additional Tandem Switch in a given LATA, the Parties shall jointly determine the requirements regarding the establishment and maintenance of separate physical facilities and Logical Trunk Group connections and the sub-tending arrangements relating to Tandem Switches and End Offices which serve the other Party's Customers within the Exchange Areas served by such Tandem Switches. If a Party requests the other Party to install new trunks or rearrange existing trunks as a result of the installation of a new Switch, such Party shall provide written notice of such request and the timeframes in **Schedule 3.4.4** shall apply.

III.6 Nondiscriminatory Interconnection. Interconnection shall be equal in quality to that provided by the Parties to themselves or any subsidiary, Affiliate or other person. For purposes of this **Section 3.6**, "equal in quality" means the same technical criteria and service standards that a Party uses within its own network.

III.7 Network Management.

III.7.1 Requesting Carrier and Ameritech shall work cooperatively to install and maintain a reliable network. Requesting Carrier and Ameritech shall exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the government and such other information as the Parties shall mutually agree) to achieve this desired reliability.

III.7.2 Requesting Carrier and Ameritech shall work cooperatively to apply sound network management principles by invoking network management controls to alleviate or to prevent congestion.

III.8 Standards of Performance.

III.8.1 Each Party shall provide the other Party Interconnection (i) in accordance with **Section 3.6** as determined by this **Section 3.8** and (ii) as required by the Commission (collectively, the "Interconnection Performance Benchmarks").

III.8.2 To determine a Party's compliance with the Interconnection Performance Benchmarks, on and after the first Interconnection Activation Date hereunder, each Party shall maintain separate records of the specific criteria listed on **Schedule 3.8** (each, an **Interconnection "Performance Activity"**) relating to Interconnection that it provides to itself, its subsidiaries, and Affiliates (the "**Providing Party's Interconnection Records**") and to other LECs (the "**Other LEC Interconnection Records**") and parallel records of the Interconnection that the Providing Party provides to the other Party (the "**Other Party's Interconnection Records**") and shall use the methods described in **Schedule 3.8** to calculate Interconnection Performance Activity and determine compliance with such Interconnection Performance Benchmarks.

III.8.3 The Providing Party shall provide to the other Party for each calendar month (a **"Reporting Period"**), by the twenty-second (22nd) day of the following month, in a self-reporting format, the Providing Party's Interconnection Records, the Other LEC Interconnection Records and the Other Party's Interconnection Records so that the Parties can determine the Providing Party's compliance with the Interconnection Performance Benchmarks. If (i) the Providing Party fails to comply with an Interconnection Performance Benchmark with respect to an Interconnection Performance Activity for a Reporting Period, (ii) the sample size of the Interconnection Performance Activity measured for such Reporting Period is statistically valid and (iii) the amount by which the applicable Interconnection Performance Activity deviates from the corresponding Interconnection Performance Benchmark is statistically significant, then the Providing Party shall have committed an **"Interconnection Specified Performance Breach"**. Notwithstanding anything to the contrary in this **Section 3.8**, the Parties acknowledge that (x) the Other LEC Interconnection Records shall be provided to the other Party on an aggregate basis and (y) such Other LEC Interconnection Records shall be provided to the other Party in a manner that preserves the confidentiality of each other LEC and any of such LEC's proprietary information (including CPNI).

III.8.4 In no event shall the Providing Party be deemed to have committed an Interconnection Specified Performance Breach if the Providing Party's failure to meet or exceed an Interconnection Performance Activity is caused by a Delaying Event. If a Delaying Event (i) prevents the Providing Party from performing a certain function or action that affects an Interconnection Performance Activity, then such occurrence shall be excluded from the calculation of such Interconnection Performance Activity and the determination of the Providing Party's compliance with the applicable Interconnection Performance Benchmark or (ii) only suspends the Providing Party's ability to timely perform such Interconnection Performance Activity, then the applicable time frame in which the Providing Party's compliance with the Interconnection Performance Benchmark is measured shall be extended on a like-time basis equal to the duration of such Delaying Event.

III.8.5 Upon the occurrence of an Interconnection Specified Performance Breach by the Providing Party, the other Party may forego the dispute escalation procedures set forth in **Section 28.3** and seek any relief it is entitled to under Applicable Law.

III.8.6 The other Party shall also be entitled to any Credit Allowances pursuant to the same terms and conditions that the Providing Party offers Credit Allowances to its Customers.

III.9 9-1-1 Service.

III.9.1 Ameritech shall provide 9-1-1 Service to Requesting Carrier as described in this **Section 3.9** in each Rate Center in which (i) Requesting Carrier is authorized to provide local Telephone Exchange Service and (ii) Ameritech is the 9-1-1 service provider.

III.9.2 Service and Facilities Provided.

- (a) Requesting Carrier shall interconnect with each Ameritech 9-1-1 selective router residing at each Ameritech Control Office that serves the areas in which Requesting Carrier provides Telephone Exchange Service. Such interconnection shall be used by Ameritech to provide 9-1-1 Service and access to all sub-tending Public Safety Answering Points (each, a "PSAP"). Requesting Carrier will establish such interconnection by (i) providing itself, or leasing from a third-party (including Ameritech), the necessary DS1 facilities and trunk groups between Requesting Carrier's point of Interconnection and each Ameritech Control Office (channel conditioning referred to as "Direct" in Item I of the Pricing Schedule) or (ii) providing demuxed DSO level trunks at designated Ameritech Central Office(s) (channel conditioning referred to as "Back to Back" in Item I of the Pricing Schedule) or (iii) providing demuxed DSO level trunks at a Collocation point within each Ameritech Control Office(s) (channel conditioning referred to as "Collocation" in Item I of the Pricing Schedule). With any of the foregoing three (3) options, Requesting Carrier shall provide a minimum of two (2) dedicated channels from the point of interconnection to the Ameritech Control Office(s). Each of the foregoing options described in this subparagraph (a) also require each of the Parties to provide sufficient trunking and facilities to route Requesting Carrier's originating 9-1-1 calls to the designated primary PSAP or to designated alternate PSAPs. Ameritech and the Requesting Carrier will coordinate the provision of transport capacity sufficient to route originating 9-1-1 calls from the Requesting Carrier's point of interconnection to the designated Ameritech Control Office(s). In addition to the channel conditioning charges identified in Item I of the Pricing Schedule, if Requesting Carrier leases facilities from Ameritech, standard tariff rates shall apply.
- (b) If Requesting Carrier forwards the ANI information of the calling party to the Control Office, Ameritech will forward that calling number and the associated street address to the PSAP for display. If no ANI is forwarded by Requesting Carrier, Ameritech will display a Central Office identification code for display at the PSAP.
- (c) If Requesting Carrier requests routed facilities diversity for 9-1-1 interconnection, Ameritech shall provide such diversity to Requesting Carrier and Requesting Carrier shall pay charges for

Diverse Routes at tariffed DS1 rates. Requesting Carrier will be responsible for determining the proper quantity of trunks and facilities from its switches to the Ameritech Central Office(s). Trunks between the Ameritech Central Office and the Ameritech Control Office shall be provisioned by Ameritech within twenty (20) Business Days following order by Requesting Carrier. Following such provision and prior to the application of live traffic, Requesting Carrier and Ameritech will cooperate to promptly test all trunks and facilities between Requesting Carrier's network and the Ameritech Control Office to assure proper functioning of the 9-1-1 Service. Unless otherwise agreed to by the Parties, the 9-1-1 trunk groups will be initially established as a one-way CAMA MF trunk group. Where SS7 connectivity is available and required by the applicable municipality, the Parties agree to implement CCIS trunking.

- (d) Ameritech will provide to Requesting Carrier, in paper or mechanized format, an address and routing file (ARF) that provides the information required for Requesting Carrier 9-1-1 record processing, addressing and delivery of calls to the appropriate Ameritech Control Office(s). At the request of Requesting Carrier, Ameritech will provide the ARF by NPA or metro area. A specified charge as set forth at Item I of the Pricing Schedule will apply per request. Until such time as a mechanized process for provision of this information is made available by Ameritech and, at intervals determined by Ameritech, Ameritech shall provide to Requesting Carrier in a paper format any updates to the address and routing file.
- (e) Ameritech will coordinate access to the Ameritech ALI database for the initial loading and updating of Requesting Carrier Customer information. Access coordination will include:
 - (1) Ameritech provided format requirements and a delivery address for Requesting Carrier to supply an electronic version of Customer telephone numbers, addresses and other information both for the initial load and, where applicable, daily updates. Ameritech shall confirm receipt of this data as described in **Section 3.9.2(f)**;
 - (2) Coordination of error resolution involving entry and update activity;
 - (3) Provisioning of specific 9-1-1 routing information on each access line; and

- (4) Providing Requesting Carrier with reference data required to ensure that Requesting Carrier's Customer will be routed to the correct Control Office when originating a 9-1-1 call.

Updating the Ameritech ALI database from paper records of service order activity supplied by Requesting Carrier is optional. The charge for this service is separate and set forth at Item I of the Pricing Schedule under the category "**Optional Manual Update**"; and

(f) Requesting Carrier or its third party agent will provide CNA data to Ameritech for use in entering the data into the 9-1-1 database. The initial CNA data will be provided to Ameritech in a format prescribed by Ameritech. Requesting Carrier is responsible for providing Ameritech updates to the CNA data and error corrections that may occur during the entry of CNA data to the Ameritech 9-1-1 Database System. Requesting Carrier shall reimburse Ameritech for any additional database charges incurred by Ameritech for errors in CNA data updates caused by Requesting Carrier or its third-party agent. Ameritech will confirm receipt of such data and corrections by the next Business Day by providing Requesting Carrier with a report in the manner provided in the Implementation Plan of the number of items sent, the number of items entered correctly, and the number of errors.

(g) The services offered in this Agreement and the charges set forth at Item I of the Pricing Schedule contemplate that each NXX will reside in a single Control Office. Requesting Carrier may request that an NXX shall reside in more than one 9-1-1 Control Office; provided that Requesting Carrier shall pay Ameritech a one-time charge as set forth at Item I of the Pricing Schedule per 9-1-1 Control Office trunk group that is connected to such 9-1-1 Control Office (the "**9-1-1 Control Office Software Enhancement Connection Charge**").

(h) In the event of an Ameritech or Requesting Carrier 9-1-1 trunk group failure, the Party that owns the trunk group will notify, on a priority basis, the other Party of such failure, which notification shall occur within two (2) hours of the occurrence or sooner if required under Applicable Law. The Parties will exchange a list containing the names and telephone numbers of the

support center personnel responsible for maintaining the 9-1-1 Service between the Parties.

(i) Ameritech will provide the order number and circuit identification code in advance of the service due date.

(j) Requesting Carrier will monitor the 9-1-1 circuits for the purpose of determining originating network traffic volumes. Requesting Carrier will notify Ameritech if the traffic study information indicates that additional circuits are required to meet the current level of 9-1-1 call volumes.

(k) Each Party shall engineer incoming 9-1-1 trunks to attain a minimum P.01 grade of service as measured using the **"busy day/busy hour"** criteria or, at such other minimum grade of service as required by Applicable Law or a duly authorized government agency.

(l) If Requesting Carrier provides local exchange Telecommunications Services to its Customers through a means other than Resale Services, Requesting Carrier shall be responsible to submit to the applicable municipality(ies) any 9-1-1 surcharges assessed by such municipality(ies) on such local exchange Telecommunications Services provided to Requesting Carrier Customers.

III.9.3 Compensation.

(a) In addition to the amounts specified in **Section 3.9.2**, Requesting Carrier shall compensate Ameritech as set forth at Item I of the Pricing Schedule.

(b) The rates set forth in this Agreement for 9-1-1 Service do not include the inspection or monitoring by Ameritech of Requesting Carrier's facilities relating to errors, defects or malfunctions in the 9-1-1 Service. The Parties acknowledge and agree that Requesting Carrier, and not Ameritech, shall be responsible to conduct such operational tests as Requesting Carrier deems necessary and appropriate to determine whether its facilities are functioning properly. Each Party shall promptly notify the other Party if its facilities used to provide 9-1-1 Service are not functioning properly.

III.9.4 Additional Limitations of Liability Applicable to 9-1-1 Service.

(a) Ameritech is not liable for the accuracy and content of CNA data that Requesting Carrier delivers to Ameritech. Requesting Carrier is responsible for maintaining the accuracy and content of that data as delivered; and

(b) Ameritech shall not be responsible for mistakes that appear in Ameritech's 9-1-1 databases and with respect to such mistakes, Requesting Carrier shall indemnify and hold Ameritech harmless from any and all Losses incurred on account thereof by third parties (including Requesting Carrier's Customers or employees). In addition, Ameritech's liability to Requesting Carrier and any third person shall also be limited to the maximum extent permitted by Applicable Law or tariff.

ARTICLE IV TRANSMISSION AND ROUTING OF TELEPHONE EXCHANGE SERVICE TRAFFIC PURSUANT TO SECTION 251(c)(2)

IV.1 Scope of Traffic. Article IV prescribes parameters for the facilities and trunk groups to be effected over the Interconnections specified in Article III for the transmission and routing of Local Traffic and IntraLATA Toll Traffic between the Parties' respective Telephone Exchange Service Customers (the "**Local/IntraLATA Trunks**").

IV.2 Limitations. No Party shall terminate Exchange Access traffic or originate untranslated 800/888 traffic over the Local/IntraLATA Trunks.

IV.3 Trunk Group Architecture and Traffic Routing. The Parties shall jointly engineer and configure Local/IntraLATA Trunks over the physical Interconnection arrangements as follows:

IV.3.1 Each Party shall initially configure a one (1)-way trunk group or, upon mutual agreement of the Parties, a two (2) way trunk group, as a direct transmission path between each RICO and AICO. If two (2) way trunk groups are established, each Party shall be responsible for fifty percent (50%) of the transport between the points of Interconnection.

IV.3.2 Notwithstanding anything to the contrary contained in this Article IV, if the traffic volumes between any two (2) Central Office Switches at any time exceeds the CCS busy hour equivalent of one (1) DS1, the Parties shall, within sixty (60) days after a Party receives notification of such occurrence from the other Party, establish new direct trunk groups to the applicable End Office(s) consistent with the grades of service and quality parameters set forth in the Plan (as defined in Section 18.2).

IV.3.3 Only those valid NXX codes served by an End Office may be accessed through a direct connection to that End Office.

IV.3.4 Each Party shall ensure that each Tandem connection permits the completion of traffic to all End Offices which sub-tend that Tandem. To the extent that a Party desires the ubiquitous delivery of traffic within an Exchange Area, each Party shall establish and maintain Logical Trunk Groups and separate physical facilities for such Logical Trunk Groups connected to each Tandem of the other Party which serves, or is sub-tended by End Offices which serve, such other Party's Customers within the Exchange Areas served by such Tandem Switches. Requesting Carrier shall either provide Logical Trunk Groups and such facilities for Logical Trunk Groups or purchase Logical Trunk Groups and such facilities for Logical Trunk Groups from Ameritech at the rates for Dedicated Interoffice Transmission Facilities set forth in Item V of the Pricing Schedule plus any additional costs required to provision such Logical Trunk Groups. Where a Tandem also provides End Office functionality, Interconnection by a Party at such Tandem shall provide access to Tandem and End Office functionality.

IV.3.5 If a pre-existing trunk group is unable to, or consistent with standard trunk engineering practices, is forecasted to be unable to support additional traffic loads, each Party shall, upon request of the other Party, provision, within thirty (30) days of such request, additional trunks to expand the capacity of such pre-existing trunk group, subject to Section 19.12.

IV.3.6 If a Tandem through which the Parties are Interconnected is unable to, or is forecasted to be unable to, support additional traffic loads for any Busy Season, the Parties will mutually agree on an End Office trunking plan that will alleviate the Tandem capacity shortage and ensure completion of traffic between Requesting Carrier and Ameritech Customers. For purposes of this Agreement, "Busy Season" means any three (3) consecutive month period.

IV.4 Signaling.

IV.4.1 Where available, Common Channel Interoffice Signaling (CCIS) signaling shall be used by the Parties to set up calls between the Parties' Telephone Exchange Service networks. Each Party shall supply Calling Party Number (CPN) (NPA/NXX assigned to its local exchange switch) within the SS7 signaling message. If CCIS is unavailable, Multi-Frequency (MF) signaling shall be used by the Parties. Each Party shall charge the other Party for CCIS signaling at the rates set forth at Item V of the Pricing Schedule.

IV.4.2 Each Party is responsible for requesting Interconnection to the other Party's CCIS network, where SS7 signaling on the trunk group(s) is desired. Each Party shall connect to a pair of access STPs that serve each LATA where traffic will be exchanged or shall arrange for signaling connectivity through a third party provider which is connected to the other Party's signaling network. The Parties shall establish Interconnection at the STP.

IV.4.3 The Parties will cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate interoperability of CCIS-based features between their respective networks, including all CLASS features and functions, to the extent each Party offers such features and functions to its Customers. All CCIS signaling parameters will be provided, including Calling Party Number (CPN), Originating Line Information (OLI), calling party category and charge number. For terminating Exchange Access traffic, such information shall be passed by a Party to the extent that such information is provided to such Party.

IV.4.4 Where available and upon the request of the other Party, each Party shall cooperate to ensure that its trunk groups are configured utilizing the B8ZS ESF protocol for 64 Kbps clear channel transmission to allow for ISDN interoperability between the Parties' respective networks.

IV.5 Grades of Service. The Parties shall initially engineer and shall jointly monitor and enhance all trunk groups consistent with the Plan.

IV.6 Measurement and Billing.

IV.6.1 For billing purposes, each Party shall pass CPN associated with that Party's originating switch on each call that originates on its network over the Local/IntraLATA Trunks; provided that all calls that originate on a Party's network and are exchanged without CPN information shall be billed as either Local Traffic or IntraLATA Toll Traffic based upon a percentage of local usage (PLU) factor calculated based on the amount of actual volume during the preceding three (3) months. The PLU will be reevaluated every three (3) months. If either Party fails to pass at least ninety percent (90%) of calls that originate on its network with CPN within a monthly billing period, then either Party may require that separate trunk groups for Local Traffic and IntraLATA Toll Traffic be established.

IV.6.2 Measurement of Telecommunications traffic billed hereunder shall be (i) in actual conversation time as specified in FCC terminating FGD Switched access tariffs for Local Traffic and (ii) in accordance with applicable tariffs for all other types of Telecommunications traffic.

IV.7 Reciprocal Compensation Arrangements -- Section 251(b)(5). Compensation for the transport and termination of Local Traffic and IntraLATA Toll Traffic shall be pursuant to this **Section 4.7**. Compensation for traffic that is delivered through Transit Service shall be pursuant to **Section 7.2**.

IV.7.1 Reciprocal Compensation applies for transport and termination of Local Traffic billable by Ameritech or Requesting Carrier which a Telephone Exchange Service Customer originates on Ameritech's or Requesting Carrier's network for termination on the other Party's network. The originating Party shall compensate the terminating Party for the transport and termination of Local Traffic for the function(s) provided by that terminating Party at the rate(s) provided at Item II of the Pricing Schedule; provided that Requesting Carrier shall be paid only the rate for End Office Local Termination. The Parties' obligation to pay Reciprocal Compensation to the other Party shall commence on the date the Parties agree that the network is complete (i.e., each Party has established its originating trunks as well as any ancillary functions (e.g., 9-1-1)) and capable of fully supporting "live" traffic.

IV.7.2 (a) The Reciprocal Compensation arrangements set forth in this Agreement are not applicable to Switched Exchange Access Service. All Exchange Access traffic and all IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of the applicable federal and state tariffs. The Parties acknowledge that they dispute whether they should pay each other Reciprocal Compensation for traffic delivered to an ISP (including Internet traffic), and that the FCC has stated that the issue is now before it. (In re Federal-State Joint Board on Universal Service, FCC 98-67, Report to Congress, CC Docket No. 96-45, Paragraph 106, n.220 (April 10, 1998).) Accordingly, the Parties agree to abide by the FCC's final and non-appealable determination of that issue, as further set forth, herein. Pending the FCC's determination of that issue, the Parties agree not to pay each other Reciprocal Compensation for traffic delivered to an ISP (including Internet traffic). If the FCC determines that the Reciprocal Compensation should be paid for traffic delivered to an ISP (including Internet traffic), each Party shall (1) thereupon pay into an interest-bearing escrow account the Reciprocal Compensation amount it owes the other Party in accordance with the FCC's determination, retroactive to the Effective Date, and (2) thereafter pay into the same escrow account Reciprocal Compensation amounts as they come due in accordance with the FCC's determination. When any such FCC determination becomes final and non-appealable, the escrowed amounts shall be disbursed in accordance with that final and non-appealable outcome.

(b) Each Party agrees to cooperate with the other Party and take any and all reasonable steps to identify all ISP traffic that originated on its network that routed to the other Party. Not less than thirty (30) days before the

first Interconnection Activation Date, and thereafter by the twenty-second (22nd) day of each calendar month during the Term, each Party shall provide the other Party a comprehensive list of each NPA NXX XXXX that is assigned to or used by an ISP and to which such first Party routed calls during the preceding calendar month. In each monthly report, the list shall also include the number of minutes of traffic that such Party believes was delivered to each ISP during the preceding month and an identification of those numbers that are used solely for administrative use (i.e., traffic that is not destined for the Internet). Notwithstanding Section 20.1.1, any information disclosed by one Party to the other Party pursuant to this Section 4.7.2(b) shall be deemed "Proprietary Information" under Article XX.

IV.7.3 Each Party shall charge the other Party its effective applicable federal and state tariffed intraLATA FGD switched access rates for those functions a Party performs relating to the transport and termination of IntraLATA Toll Traffic.

IV.7.4 Compensation for transport and termination of all traffic which has been subject to performance of INP by one Party for the other Party pursuant to Article XIII shall be as specified in Section 13.7.

ARTICLE V TRANSMISSION AND ROUTING OF EXCHANGE ACCESS TRAFFIC PURSUANT TO 251(c)(2)

V.1 Scope of Traffic. Article V prescribes parameters for certain facilities and trunk groups to be established over the Interconnections specified in Article III for the transmission and routing of Exchange Access traffic and nontranslated 800 traffic between Requesting Carrier Telephone Exchange Service Customers and Interexchange Carriers (the "**Access Toll Connecting Trunks**"). Compensation for the transmission and routing of Exchange Access traffic is provided for in Article VI.

V.2 Trunk Group Architecture and Traffic Routing.

V.2.1 Prior to Requesting Carrier offering any service that would result in Switched Exchange Access traffic transversing Ameritech's network, the Parties shall jointly establish Access Toll Connecting Trunks by which they will jointly provide Tandem-transported Switched Exchange Access Services to Interexchange Carriers to enable such Interexchange Carriers to originate and terminate traffic from and to Requesting Carrier's Customers.

V.2.2 Access Toll Connecting Trunks shall be used solely for the transmission and routing of Exchange Access, nontranslated 800/888 and 976 traffic to allow Requesting Carrier's Customers to connect to or be connected to the interexchange trunks of any Interexchange Carrier which is connected to an Ameritech access Tandem.

V.2.3 The Access Toll Connecting Trunks shall be two-way trunks connecting an End Office Switch that Requesting Carrier utilizes to provide Telephone Exchange Service and Switched Exchange Access Service in a given LATA to an access Tandem Switch Ameritech utilizes to provide Exchange Access in such LATA.

V.3 End Office Access. Only those valid NXX codes served by an End Office may be accessed through a direct connection to that End Office.

ARTICLE VI MEET-POINT BILLING ARRANGEMENTS

VI.1 Meet-Point Billing Services.

VI.1.1 Pursuant to the procedures described in Multiple Exchange Carrier Access Billing ("**MECAB**") document SR-BDS-000983, Issue 5, June 1994, the Parties shall provide to each other the Switched Access Detail Usage Data and the Switched Access Summary Usage Data to bill for jointly provided switched access service such as switched access Feature Groups B and D. If the procedures in the MECAB document are amended or modified, the Parties shall implement such amended or modified procedures within a reasonable period of time.

VI.1.2 Requesting Carrier shall designate access Tandems or any other reasonable facilities or points of Interconnection for the purpose of originating or terminating IXC traffic. For each such access Tandem designated, the Parties shall utilize a billing percentage determined in accordance with **Schedule 6.0** to bill IXC traffic. Either Party may make this billing percentage information available to IXCs. The billing percentages shall be calculated according to one of the methodologies specified for such purposes in the MECAB document.

VI.1.3 The Parties shall undertake all reasonable measures to ensure that the billing percentage and associated information are maintained in their respective federal and state access tariffs, as required, until such time as such information can be included in the National Exchange Association ("**NECA**") FCC Tariff No. 4. Requesting Carrier shall use its best efforts to include in such tariff the billing percentage and associated information as a non-member of NECA.

VI.1.4 Each Party shall implement the "**Multiple Bill/Single Tariff**" option in order to bill the IXC for each Party's own portion of jointly provided Telecommunications Service.

VI.2 Data Format and Data Transfer.

VI.2.1 Necessary billing information will be exchanged on magnetic tape or via electronic data transfer (when available) using the Exchange Message Record ("**EMR**") format. The Parties shall agree to a fixed billing period in the Implementation Plan.

VI.2.2 Requesting Carrier shall provide to Ameritech, on a monthly basis, the Switched Access Summary Usage Data (category 1150XX records) on magnetic tape or, when available, via electronic data transfer using the EMR format.

VI.2.3 Ameritech shall provide to Requesting Carrier, on a daily basis, the Switched Access Detail Usage Data (category 1101XX records) on magnetic tape no later than fourteen (14) days from the usage recording date. Ameritech shall provide the information on magnetic tape or, when available, via electronic data transfer (e.g., network data mover), using EMR format. Ameritech and Requesting Carrier shall use best efforts to utilize electronic data transfer.

VI.2.4 Each Party shall coordinate and exchange the billing account reference ("**BAR**") and billing account cross reference ("**BACR**") numbers for the Meet-Point Billing service. Each Party shall notify the other Party if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number.

VI.2.5 When Ameritech records on behalf of Requesting Carrier and Switched Access Detail Usage Data is not submitted to Requesting Carrier by Ameritech in a timely fashion or if such Access Detail Usage Data is not in proper format as previously defined, and if as a result Requesting Carrier is delayed in billing IXC, late payment charges will be payable by Ameritech to Requesting Carrier. Late payment charges will be calculated on the total amount of late access usage at the rate of 0.000493% per day (annual percentage rate of eighteen percent (18%)) compounded daily for the number of days late.

VI.2.6 If Switched Access Summary Usage Data is not submitted to Ameritech in a timely fashion or if it is not in proper format as previously defined and if as a result Ameritech is delayed in billing IXC, late payment charges will be payable by Requesting Carrier to Ameritech. Late payment charges will be calculated on the total amount of late access usage charges at the rate of 0.000493% per day (annual percentage rate of eighteen percent (18%)) compounded daily for the number of days late. Excluded from this provision will be any detailed usage records not provided by Ameritech in a timely fashion.

VI.3 Errors or Loss of Access Usage Data.

VI.3.1 Errors may be discovered by Requesting Carrier, the IXC or Ameritech. Each Party agrees to use reasonable efforts to provide the other Party with notification of any discovered errors within two (2) Business Days of such discovery. All claims by a Party relating to errors or loss of access usage data shall be made within thirty (30) calendar days from the date such usage data was provided to that Party.

VI.3.2 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data. If such reconstruction is not possible, the Parties shall use a reasonable estimate of the lost data, based on twelve (12) months of prior usage data; provided that if twelve (12) months of prior usage data is not available, the Parties shall base the estimate on as much prior usage data that is available; provided, however, that if reconstruction is required prior to the availability of at least three (3) months of prior usage data, the Parties shall defer such reconstruction until three (3) months of prior usage data is available.

VI.4 Payment. The Parties shall not charge one another for the services rendered pursuant to this Article VI.

VI.5 Limitation of Liability Applicable to Meet-Point Billing Arrangements. In the event of errors, omissions, or inaccuracies in data received from either Party, the liability of the Party providing such data shall be limited to the provision of corrected data only. If data is lost, such providing Party will develop a substitute based on past usage, as set forth in Section 6.3.2.

ARTICLE VII TRANSPORT AND TERMINATION OF OTHER TYPES OF TRAFFIC

VII.1 Ancillary Services Traffic

VII.1.1 This Section 7.1 applies to Ancillary Services Traffic which originates from either (i) Requesting Carrier's Resale Services Customers or (ii) Requesting Carrier's Customers utilizing Ameritech's Unbundled Local Switching and which terminates to the applicable information services platform connected to Ameritech's network.

VII.1.2 If Requesting Carrier elects not to be responsible for Ancillary Services Traffic, then Requesting Carrier must order blocking when submitting an order for the following: (i) resold lines and (ii) Ameritech's Unbundled Local Switching. If Requesting Carrier elects to be responsible for Ancillary Service Traffic, Requesting Carrier must indicate its agreement to comply with the terms and conditions set forth in Schedule 7.1. If Requesting Carrier has elected to be responsible for Ancillary Service Traffic but fails to comply with the terms and conditions set forth

in Schedule 7.1, Ameritech may, in addition to exercising any other rights and remedies under this Agreement, block such traffic.

VII.2 BLV/BLVI Traffic.

VII.2.1 Busy Line Verification ("BLV") is performed when one Party's Customer requests assistance from the operator bureau to determine if the called line is in use; provided, however, the operator bureau will not complete the call for the Customer initiating the BLV inquiry. Only one BLV attempt will be made per Customer operator bureau call.

VII.2.2 Busy Line Verification Interrupt ("BLVI") is performed when one Party's operator bureau interrupts a telephone call in progress after BLV has occurred. The operator bureau will interrupt the busy line and inform the called party that there is a call waiting. The operator bureau will only interrupt the call and will not complete the telephone call of the Customer initiating the BLVI request. The operator bureau will make only one BLVI attempt per Customer operator telephone call and the applicable charge applies whether or not the called party releases the line.

VII.2.3 Each Party's operator bureau shall accept BLV and BLVI inquiries from the operator bureau of the other Party in order to allow transparent provision of BLV/BLVI Traffic between the Parties' networks. When Requesting Carrier does not use Ameritech's operator bureau, each Party shall route BLV/BLVI Traffic inquiries over separate direct trunks (and not the Local/IntraLATA Trunks) established between the Parties' respective operator bureaus. Unless otherwise mutually agreed, the Parties shall configure BLV/BLVI trunks over the Interconnection architecture defined in Article III, consistent with the Plan.

VII.2.4 Each Party shall compensate the other Party for BLV/BLVI Traffic as set forth at Item IV of the Pricing Schedule.

VII.3 Transit Service.

VII.3.1 Ameritech shall provide Requesting Carrier Transit Service as provided in this Section 7.2.

VII.3.2 "Transit Service" means the delivery over the Local/IntraLATA Trunks of (i) Local Traffic and IntraLATA Toll Traffic that (x) originates on Requesting Carrier's network and terminates to a third party LEC, ILEC or CMRS (such third parties collectively referred to as a "Transit Counter-Party") and (y) originates on the Transit Counter Party's network and terminates to Requesting Carrier and (ii) 800 and 888 IntraLATA Toll Traffic that originates and terminates between one (1) or more IntraLATA Telecommunications Carriers, including third party LECs, ILECs and CMRSs (collectively, "IntraLATA 800 Traffic"), as more fully described in Section 7.2.8.

VII.3.3 Transit Service shall be provided only at Ameritech's Tandem Switches, and not at any Ameritech End Office.

VII.3.4 While the Parties agree that it is the responsibility of each Transit Counter-Party to enter into arrangements with Requesting Carrier to deliver Terminating Transit Traffic to Requesting Carrier, they acknowledge that such arrangements may not currently be in place and an interim arrangement will facilitate traffic completion on an interim basis. Accordingly, until the earlier of (i) the date on which either Party has entered into an arrangement with such Transit Counter-Party to deliver Termination Transit Traffic to Requesting Carrier and (ii) the termination of this Agreement, Ameritech will provide Requesting Carrier with Transit Service.

VII.3.5 To the extent that the originating party of a call delivers each call to Ameritech's network with SS7 CCIS and the appropriate Transactional Capabilities Application Part (TCAP) message, Ameritech will deliver such information to the terminating party.

VII.3.6 Requesting Carrier shall not bill Ameritech for any Transit Service traffic unless otherwise agreed in writing by Ameritech.

VII.3.7 The Parties shall compensate each other for Transit Service as follows:

(a) For Local Traffic and IntraLATA Toll Traffic originating from Requesting Carrier that is delivered over the Transit Service ("**Originating Transit Traffic**"):

(1) Requesting Carrier shall:

(A) Pay to Ameritech a Transit Service charge as set forth in the Pricing Schedule; and

(B) Reimburse Ameritech for any charges, including switched access charges, that a Transit Counter-Party imposes or levies on Ameritech for delivery or termination of any such Originating Transit Traffic.

(2) Ameritech shall remit to Requesting Carrier any access charges Ameritech receives from such Transit Counter-Party in connection with the delivery of such Originating Transit Traffic to such Transit Counter-Party.

(b) For Local Traffic and IntraLATA Toll Traffic that is to be terminated to Requesting Carrier from a Transit Counter-Party (i) that is not subject to Primary Toll Carrier ("**PTC**") arrangements (regardless of whether Ameritech is the PTC) and (ii) that Ameritech has a transiting arrangement with such Transit Counter-Party that authorizes Ameritech to deliver such

traffic to Requesting Carrier ("**Other Party Transit Agreement**"), then Ameritech shall deliver such Terminating Transit Traffic to Requesting Carrier in accordance with the terms and conditions of such Other Party Transit Agreement and such third party LEC or CMRS provider (and not Requesting Carrier) shall be responsible to pay Ameritech the applicable Transit Service charge.

- (c) For IntraLATA Toll Traffic which is subject to a PTC arrangement and where Ameritech is the PTC, Ameritech shall deliver such IntraLATA Toll Traffic to or from Requesting Carrier in accordance with the terms and conditions of such PTC arrangement. Ameritech shall reimburse Requesting Carrier at Requesting Carrier's applicable tariffed terminating switched access rates.

VII.3.8 IntraLATA 800 Traffic shall be exchanged between the Parties as follows:

- (a) IntraLATA 800 Traffic may be delivered to Ameritech over the Local IntraLATA Trunks and if Ameritech performs the 800 query function, over the Access Toll Connecting Trunks. If the Local/IntraLATA Trunks are used and Requesting Carrier performs the 800 query function, the IntraLATA 800 Traffic will be recorded as toll calls. If the Access Toll Connecting Trunks are used, Ameritech will not record the IntraLATA 800 Traffic.
- (b) The Parties shall provide to each other IntraLATA 800 Access Detail Usage Data for Customers billing and IntraLATA 800 Copy Detail Usage Data for access billing. EMR exchange between the Parties will use the standard centralized message system delivery systems (CMDS). The Parties agree to provide this data to each other at no charge. In the event of errors, omissions, or inaccuracies in data received from either Party, the liability of the Party providing such data shall be limited to the provision or corrected data only.
- (c) IntraLATA 800 Traffic calls are billed to and paid for by the called or terminating party, regardless of which Party performs the 800 query. Because IntraLATA 800 Traffic may not be identified with a unique Carrier Identification Code (CIC), billing shall be based on originating and terminating NPA/NXX.

ARTICLE VIII

INSTALLATION, MAINTENANCE, TESTING AND REPAIR

VIII.1 Operation and Maintenance. Each Party shall be solely responsible for the installation, operation and maintenance of equipment and facilities provided by it for Interconnection, subject to compatibility and cooperative testing and monitoring and the specific operation and maintenance provisions for equipment and facilities used to provide Interconnection.

Operation and maintenance of equipment in Virtual Collocation shall be in accordance with the provisions of **Article XII**.

VIII.2 Installation, Maintenance, Testing and Repair. The intervals for installations, maintenance, joint testing, and repair of its facilities and services associated with or used in conjunction with Interconnection will be determined in accordance with the requirements of **Section 3.8**.

VIII.3 Additional Terms. Additional terms regarding the installation, maintenance, testing and repair of equipment and facilities used for Interconnection shall be as set forth in the Implementation Plan.

ARTICLE IX

UNBUNDLED ACCESS -- SECTION 251(c)(3)

IX.1 Access to Network Elements.

IX.1.1 Ameritech shall provide Requesting Carrier access to Ameritech's Network Elements on an unbundled basis at any technically feasible point mutually agreed by the Parties in accordance with the terms and conditions of this **Article IX** and the requirements of the Act. Ameritech shall provide Requesting Carrier access to each unbundled Network Element identified in **Section 9.2**, along with all of such unbundled Network Element's features, functions, and capabilities in accordance with the terms and conditions of **Article II** and as required by the Act, in a manner that shall allow Requesting Carrier to provide any Telecommunications Service that can be offered by means of that Network Element; provided that the use of such Network Element is consistent with the Act.

IX.1.2 Notwithstanding anything to the contrary in this Article IX, Ameritech shall not be required to provide Network Elements beyond those identified in 47 C.F.R. § 51.319 to Requesting Carrier if:

(1) The Commission concludes that:

(A) such Network Element is proprietary or contains proprietary information that will be revealed if such Network Element is provided to Requesting Carrier on an unbundled basis; and

(B) Requesting Carrier could offer the same proposed Telecommunications Service through the use of other, nonproprietary Network Elements within Ameritech's network; or

(2) The Commission concludes that the failure of Ameritech to provide access to such Network Element would not decrease the quality of, and would not increase the financial or

administrative cost of, the Telecommunications Service Requesting Carrier seeks to offer, compared with providing that service over other unbundled Network Elements in Ameritech's network.

IX.1.3 Ameritech shall be required to make available access to its Network Elements at the rates specified herein only where such Network Elements, including facilities and software necessary to provide such Network Elements, are available. If Ameritech makes available access to a Network Element that requires special construction, Requesting Carrier shall pay to Ameritech any applicable special construction charges. The Parties shall mutually agree on the nature and manner of any required special construction, the applicable charges thereto and the negotiated interval(s) that will apply to the provisioning of such Network Element(s) in lieu of the standard intervals set forth on Schedule 9.10.

IX.2 Network Elements. At the request of Requesting Carrier, Ameritech shall provide Requesting Carrier access to the following Network Elements on an unbundled basis:

IX.2.1 Local Loops, as more fully described on Schedule 9.2.1;

IX.2.2 The Network Interface Device, as more fully described on Schedule 9.2.2;

IX.2.3 Switching Capability, as more fully described on Schedule 9.2.3;

IX.2.4 Interoffice Transmission Facilities, as more fully described on Schedule 9.2.4;

IX.2.5 Signaling Links and Call-Related Databases, as more fully described on Schedule 9.2.5;

IX.2.6 Operations Support Systems ("OSS") functions, to be used in conjunction with other Network Elements, as more fully described on Schedule 9.2.6; and

IX.2.7 Operator Services and Directory Assistance, as more fully described on Schedule 9.2.7.

IX.3 Requesting Carrier's Combination of Network Elements.

IX.3.1 Ameritech shall provide Requesting Carrier access to Network Elements in a manner that shall allow Requesting Carrier to combine such Network Elements to provide a Telecommunications Service. Ameritech shall provide Requesting Carrier with access to all features and capabilities of each individual Network Element that Requesting Carrier combines in the same manner and subject to the same technical and interface requirements that Ameritech provides when such Network Elements are provided to Requesting Carrier on an individual basis.

9.3.2 Requesting Carrier, and not Ameritech, is responsible for performing the functions necessary to combine the unbundled Network Elements it requests from Ameritech. Requesting Carrier shall not combine unbundled Network Elements in a manner that will impair the ability of other Telecommunications Carriers to obtain access to unbundled Network Elements or to Interconnect with Ameritech's network.

IX.4 Nondiscriminatory Access to and Provision of Network Elements.

IX.4.1 The quality of an unbundled Network Element as well as the quality of the access to such unbundled Network Element that Ameritech provides to Requesting Carrier shall be the same for all Telecommunications Carriers requesting access to such Network Element.

9.4.2 The quality of a Network Element, as well as the quality of the access to such Network Element, that Ameritech provides to Requesting Carrier hereunder shall be equal in quality to that which Ameritech provides to itself, its subsidiaries, Affiliates and any other person, unless Ameritech proves to the Commission that it is not technically feasible to provide the Network Element requested by Requesting Carrier, or access to such Network Element, at a level of quality that is equal to that which Ameritech provides to itself.

9.4.3 Consistent with Requesting Carrier's forecasted volumes and subject to the terms and conditions of **Section 19.5**, Ameritech shall provide Requesting Carrier access to Network Elements and Operations Support Systems functions, including the time within which Ameritech provisions such access to Network Elements, on terms and conditions no less favorable than the terms and conditions under which Ameritech provides such elements to itself, its subsidiaries, Affiliates and any other person, except as may be provided by the Commission.

9.4.4 Notwithstanding anything to the contrary contained herein, if Requesting Carrier submits to Ameritech manual orders for Network Elements, Ameritech shall provide access to such manually ordered Network Elements on terms and conditions no less favorable than the terms and conditions under which Ameritech provides manually-ordered elements to itself, its subsidiaries, Affiliates and any other person.